

Contract no. 892

X

# AGREEMENT

*Between*

HANOVER PARK REGIONAL HIGH SCHOOL  
DISTRICT BOARD OF EDUCATION

*and*

HANOVER PARK REGIONAL  
BUS DRIVERS' ASSOCIATION

\* \* \* \* \*

July 1, 1992 - June 30, 1994

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## **PREAMBLE**

***THIS AGREEMENT***, entered into as of the First day of July, 1992, by and between the HANOVER PARK REGIONAL HIGH SCHOOL DISTRICT BOARD OF EDUCATION, East Hanover, New Jersey, hereinafter called the "Board", and the HANOVER PARK REGIONAL BUS DRIVERS ASSOCIATION, hereinafter called the "Association".

## **ARTICLE I**

### **RECOGNITION**

A. The Board hereby recognizes the Association as the majority representative and thereby as the exclusive representative for collective negotiations concerning the terms and conditions of employment as permitted by law of the regularly employed employees of the Board in the following designated position:

Bus Driver

but excluding all other employees. A regularly employed Bus Driver is defined as an individual who is duly assigned to drive specific, predetermined and routine home-to-school and/or school-to-home runs, which runs are scheduled and expected to be performed on a regular, daily basis throughout the school year. Field and/or athletic trips are expressly excluded from consideration in determining whether an individual qualifies as a regular driver.

B. Unless otherwise indicated, the term "employees" when used hereinafter in this Agreement shall refer to all personnel represented by the Association in the negotiating unit as above defined, and reference to male employees shall also include female employees where the text herein so requires.

C. Any employee who is not a member of the Association but eligible for membership in the Association shall pay a representation fee in lieu of dues for services rendered by the Association. Such representation fee shall be paid and administered pursuant to the requirements of New Jersey law and, in no event, shall such representation fee exceed eighty-five (85%) percent of the regular annual membership dues, fees and assessments. Membership in the Association is available to all eligible employees on an equal basis and the Association has established and maintains a demand and return system which complies with the requirements in Section 2(c) and 3 of the Act. The payroll deductions for such representation fees shall be made pursuant to the procedure applicable in the District to salary deductions.

The Association agrees to indemnify and save the Board harmless from any liability which may be incurred by the Board as a result of claims made by any employee relating to this Paragraph and any payroll deductions made hereunder, provided that:

(a) The Board gives the Association timely notice in writing of any claim, demand, suit or other form of liability in regard to which it will seek to implement this paragraph; and

(b) If the Association so requests in writing, within fifteen (15) days of receipt of notice, the Board will surrender to it full responsibility for the defense of such claim, demand, suit or other form of liability and will cooperate fully with the Association in gathering evidence, securing witnesses, and in all other aspects of said defense.

## **ARTICLE II**

### **GRIEVANCE PROCEDURE**

#### **A. Definition:**

1. A "grievance" shall mean a complaint in writing by an employee or group of employees that there has been to him or them a violation, misinterpretation, or inequitable application of Board policy affecting terms and conditions of employment, a violation, misinterpretation or inequitable application of this Agreement or a violation, misinterpretation or inequitable application of any administrative decision. A grievance to be considered under this procedure must be initiated by the aggrieved party within fifteen (15) calendar days of the time that the aggrieved party knows or should have known of its occurrence, otherwise the same shall be deemed to have been abandoned. The term "grievance" shall not include the following:

(a) Matters which according to law are beyond the scope of Board authority or which are limited to unilateral action by the Board alone;

(b) Any matter the determination of which would require an act by the Board of Education which it is without legal authority to do.

2. As used in the above definition the term "group of employees" shall mean a group of employees having a common grievance.

#### **B. Procedure:**

1. It is agreed by both parties that these proceedings will be kept as informal and confidential as may be appropriate at any level of this procedure.

2. Failure at any step of this procedure to communicate the decision on a grievance within the specified time limits shall permit the aggrieved employee to proceed to the next step. Failure at any step of this procedure to appeal a grievance to the next step within the specified time limits shall be deemed to be a waiver of the grievance.

3. It is understood that employees shall, during and notwithstanding the pendency of any grievance, continue to observe all assignments and applicable rules and regulations of the Board until such grievance and any effect thereof shall have been fully determined.

4. Since it is important that grievances be processed as rapidly as possible, the number of days indicated at each level should be considered as a maximum and every effort should be made to expedite the process. All time periods contained in this grievance procedure may be extended by mutual agreement of the parties in writing.

5. Any aggrieved party may be represented at all stages of the grievance procedure by himself and/or one representative.

C. 1. Any employee who has a grievance shall discuss it first with his/her immediate supervisor in an attempt to resolve the matter informally at that level, and if the discussion does not resolve the matter the employee shall initiate the grievance procedure by setting forth his/her grievance in writing to the Superintendent or his designee on the grievance forms provided. Failure to do so within the time limits set forth in Paragraph A(1) above shall be deemed to be a waiver of or an abandonment of the grievance. The Superintendent or his designee shall hold a hearing within ten (10) working days of the presentation of the written grievance and shall render his decision within seven (7) working days thereafter.

2. The aggrieved party, no later than five (5) school days after receipt of the decision of the Superintendent or his designee, may appeal the decision of the Superintendent or his designee to the Buildings, Grounds and Transportation Committee of the Board of Education or other standing committee designated by the Board. An appeal to the Board Committee must be made in writing and delivered to the Board Secretary within the time deadline specified above. Such a written appeal shall recite the matter submitted to the Superintendent or his designee and shall specify the party's reason for dissatisfaction with the rendered decision. Written copies of the appeal shall be furnished by the grievant to any other parties who may have a direct interest in the grievance.

The designated Board Committee shall, within twenty-one (21) calendar days from the receipt of the grievance appeal by the Board Secretary, conduct a hearing on the matter and may request the submission of additional written material. The Board Committee shall render its determination in the matter within thirty-five (35) calendar days from the receipt of the grievance appeal. The decision of the Board Committee shall be final and shall be adhered to by both parties unless pursued by either party to another appropriate forum.

3. In the event the grievance is an appeal from a discharge of the employee and the grievance is not resolved to the employee's satisfaction after review by the Superintendent or his designee, the employee, no later than five (5) working days after receipt of the decision, may request a review by the Board of Education. Appeals which arise from discharge as a ground must be initiated within three (3) working days from the notification of discharge. The Board in a discharge case shall conduct a hearing within fifteen (15) working days of the receipt of the grievance appeal by the Board and shall make a determination within seven (7) working days from the date of the final hearing. The foregoing provision for appeal from a discharge of the employee shall not apply to discharge of a new employee at any time during and including the first ninety (90) calendar days of employment in the District.

### **ARTICLE III**

#### **COMPENSATION**

A. 1. The wage rate for employees who were on the Board payroll as of November 19, 1990 shall be as follows:

#### *HOURLY RATE*

	<u>1992-93</u>	<u>1993-94</u>
For the first 90 calendar days of employment in the District:	\$12.14	\$12.84
After the first 90 calendar days of employment and through the third year of employment in the District:	\$14.90	\$15.77
After the third year of employment in the District:	\$15.57	\$16.48

2. The wage rate for employees hired on or after November 19, 1990 and placed on the Board payroll after such date shall be as follows:

	<u>1992-93</u>	<u>1993-94</u>
For the first year of employment in the District:	\$12.14	\$12.84

	<u>1992-93</u>	<u>1993-94</u>
After the first year of employment and through the fifth year of employment in the District:	\$14.90	\$15.77
After the fifth year of employment in the District:	\$15.57	\$16.48

B. 1. The hours worked, in all cases, shall be calculated by computing the time between the scheduled departure time to the scheduled arrival time.

2. Fifteen (15) minutes for required vehicle check - engine warm-up, etc., and ten (10) minutes for required vehicle cleanup and check-out procedure, etc., shall be added to the time calculated in Paragraph B.1. above for regularly assigned morning and afternoon runs not including late runs.

3. In the event the total hours worked in the morning or afternoon (including time allowed for start-up and clean-up) or for late runs does not exceed one and one-half (1-1/2) hours, the employee shall be paid a minimum of one and one-half (1-1/2) hours for any morning, afternoon or late runs worked. As the foregoing minimum is intended to be paid with respect to separate shifts, it shall not apply where an employee is carried over from an afternoon run in order to drive any late run.

4. Any driver whose regularly assigned run requires a lay over of less than one hour between routes shall be paid for the lay over time involved.

C. LONGEVITY:

Upon completion of the years of service in the District set forth below as of June 30th of the preceding year, an employee shall receive in addition to his or her wage the annual payment specified herein. This payment shall be made on or before December 30th:

Upon completion of seven (7) years of service as of June 30th of the preceding school year:	\$100
Upon completion of twelve (12) years of service as of June 30th of the preceding school year:	\$300

Upon completion of eighteen (18)  
years of service as of June 30th  
of the preceding school year: \$500

It is understood that the above amounts are not cumulative.

D. Employees shall receive a one (1) hour notice of cancellation prior to the reporting time of a scheduled field trip or athletic event, or, in lieu thereof, shall receive one and one-half (1-1/2) hours' pay at the herein rate.

E. Overtime shall be the number of hours an employee works beyond forty (40) hours in a given week. An employee performing overtime work shall be compensated for same at the rate of one and one-half (1-1/2) times the regular hourly wage applicable to such work when performed during non-overtime hours.

F. Each employee will receive his/her respective day's pay for his/her regularly assigned routes for any day that schools are closed due to emergency reasons.

G. (a) Upon retirement from employment in the District through the Public Employees Retirement System for age and service or disability, any driver having fifteen (15) or more years of service in the District and who has accumulated at least fifty (50) sick days shall receive a lump sum retirement bonus payment of Five Hundred (\$500.00) Dollars. Any employee who elects a deferred retirement benefit shall not be eligible for the retirement payment.

(b) Notice of intention to claim the benefit provided hereunder must be made in writing to the Board on or before November 1st prior to the year in which the retirement becomes effective. In the event an employee fails to give notice by November 1st for the reason that such employee has not at that time determined to retire, but subsequently, due to some unforeseen reason such employee is compelled to retire, the employee shall give notice of the condition causing the retirement as soon as possible. In the event such employee demonstrates valid reason to waive the November 1st notice date, he or she will receive the benefit provided for. The Board, however, may defer payment of all or part of the benefit to the year following the retirement.

#### **ARTICLE IV**

##### **TEMPORARY ABSENCES**

A. Employees who are steadily employed shall be allowed sick leave with pay of one (1) working day for each month of service during the remainder of the first school year of service in the District, and ten (10) working days in each school year thereafter. The working day is defined as including only regularly scheduled runs. Sick leave days not utilized in any year shall accumulate to be used for additional sick leave as needed in subsequent years. Sick leave is



hereby defined to mean a necessary absence from duty because of personal disability due to illness or injury. Any employee absent on sick leave shall submit acceptable medical evidence substantiating the illness, if requested by the Board.

**B. Other Absence:**

1. Absences permitted are for brief periods not chargeable to sick leave. The provisions for leave at full pay, stated below, shall be for one (1) school year and shall not be accumulative for use in another school year.

(a) Death in the Immediate Family - An allowance for a reasonable length of time not to exceed three (3) days shall be granted upon request. Immediate family shall be construed to mean the employee's parent, current spouse, sibling, child or spouse's parent. Also included shall be any other relative of the employee who resided as a member of the employee's immediate household at the time of death.

(b) Personal day - An allowance of one (1) day shall be granted upon request for personal business which cannot be attended to outside of regular working hours. No reason need be stated for such personal day. Employees shall provide the Transportation Coordinator with at least twenty-four (24) hours' advance oral notice of the use of a personal day, except in cases of emergency, in which event notice shall be provided as soon as possible after the employee learns of the need for the day.

**C. Unauthorized Absences:**

Drivers absent without authorization shall forfeit two (2) days of their regular assignments for every one (1) day of unauthorized absence. Employees may obtain authorization for short-term absences due to personal illness or legitimate family emergency upon notification to the Transportation Coordinator or designee prior to the absence. Employees desiring long-term absence (in excess of five (5) days) may apply to the Board for such leave.

**ARTICLE V**

**LICENSE EXPENSES**

A. The Board will provide the services of the Board's physician for the medical examination required in order to acquire or renew the Bus Driver's License of any employee. In the event an employee desires to utilize his or her own physician the cost of such examination shall be borne by the employee.

B. A newly employed driver without the proper bus driver's license shall be reimbursed for the initial license fee upon completion of one (1) year of employment with the Board.

C. The Board will reimburse each driver having more than one year of service in the District for all fees charged by the State, including fingerprinting, to issue the Commercial Driver's License or any renewal thereof, retroactive to July 1, 1991.

## **ARTICLE VI**

### **INSURANCE PROTECTION**

A. The Board shall continue to provide the existing health care insurance protection to all employees as now enjoyed under the State Plan, and shall pay the full premium for each employee and, in cases where applicable, for Family Plan Insurance coverage to the same extent as now being paid. It is expressly understood that any employee who is not regularly employed for twenty (20) hours or more per week presently is not receiving any insurance coverage and is not entitled to receive any such coverage under this provision.

B. Employees shall receive the same full-family Dental Insurance Plan provided to District teachers. Effective July 1, 1992, each employee shall pay five (5%) percent of the dental insurance premium through a payroll deduction plan. All employees shall participate in the Dental Insurance Program.

C. The Board reserves the right to replace any existing insurance coverages with policy or policies of another insurance carrier or carriers, provided the coverages are substantially equal to or better than provided by the present carrier. The Board agrees to discuss any proposed change of coverage or carrier with the Association prior to making any such change.

## **ARTICLE VII**

### **SAFETY BONUS**

A. The Board agrees to continue the existing practice of providing a safety bonus of \$50.00 and \$100.00 in accordance with any rules presently applicable thereto, or as may be adopted from time to time.

## **ARTICLE VIII**

### **FIELD AND ATHLETIC TRIPS AND LATE RUNS**

A. During the school year all known field and athletic trips shall be posted and assigned as per the method specified in Appendix One.

B. During the school year available late run assignments shall be posted and assigned as per the method specified in Appendix Two.

1. Any driver who is regularly assigned more than six (6) hours of daily work shall be ineligible to bid on and receive a late run assignment. He/she may, however, assume a position on the late run substitute list.

2. In order to bid on and receive a late run assignment, a driver must be available for both A.M. and P.M. regular assignment.

C. 1. Drivers eligible, available and wishing to drive "late runs" but not initially assigned one shall be placed on a "late run substitute list" in order of their seniority. When a substitute is needed for a late run, the substitute shall be obtained from this list by availability and then by seniority. The list shall be rotating. An individual who is chosen and serves as a late run substitute will assume a position at the lowest end of the list and rotate upwards as other individuals get their turn.

2. If the dispatcher or coordinator is unable to obtain a substitute after trying the first two eligible persons on the list, he/she shall fill the route as he/she sees best.

D. In order to be eligible to bid on and receive a field and athletic trip(s) in any given month, a driver must have driven at least ten (10) hours per month of a home to school run or shuttle run for the previous month. Drivers will be given credit towards this requirement for time spent on excused absence. Nothing in this eligibility provision shall prohibit the Board from assigning a field and athletic trip to an alternate driver in an emergency situation.

## **ARTICLE IX**

### **ASSIGNMENT TO ROUTE**

A. **Seniority:**

"Seniority" is defined as the length of continuous service as a regular driver within the District. A regular driver shall accumulate one year's seniority credit for each school year in which such driver has carried out duly assigned home/school route(s) for at least four (4) consecutive months during such school year.

The Transportation Coordinator will revise the seniority list annually and post the list at the start of each year.

B. Seniority Status:

All substitute drivers who are hired as regular drivers effective January 1, 1991 and thereafter shall receive one (1) year's seniority credit as a regular driver for each seven (7) years of service as a substitute driver.

C. Use of Seniority in Route Assignment:

Seniority will be utilized by the Board as one of the factors to be considered in assigning runs at the start of the school year. It is expressly understood, however, that selection of driver and assignment of runs remains in the sole discretion of the Board.

D. Limitation on Regular Assignments:

Every effort shall be made in the scheduling of regularly assigned runs so that no individual receives more than eight (8) hours of regular daily assignment.

E. Newly Created Home-to-School, Shuttle or Vocational Routes:

Home-to-School, shuttle or vocational routes that arise after the first day of school shall be assigned in accordance with the following procedure:

1. Such vacancies will be posted for five (5) working days;
2. A copy of the vacancy notice will be provided to the Association President at the time of posting;
3. The vacancy notice shall include (a) the date the run is available, (b) the anticipated duration of the run, (c) the time length of the run, (d) the number of days per week the run is in effect, and (e) the deadline for submission of application;
4. Drivers interested in obtaining assignment on the new run shall sign the posting notice stating their availability and seniority number;
5. The assignment of a driver to the new run shall be made by the Board following the guidelines applicable at the beginning of the year for assignment to home-to-school routes.

F. Regular Route Assignment - Preferential Order:

1. Using availability and seniority as two of the factors in the assignment of runs at the start of the year, drivers will be assigned according to the following preferential order:

- a. Drivers with unlimited availability, by seniority;

- b. Drivers available for a.m./p.m. runs, by seniority;
- c. Drivers available for p.m. only, by seniority;
- d. Drivers available for a.m. only, by seniority.

2. It is expressly understood that a driver's regular assignment is a full year commitment. If, for reasons of a change in availability or other such situation, a driver is unable to continue with any part of or the entire regular route assignment, the driver shall forfeit his/her entire original regular assignment and shall be assigned by the Board to the next available regular work route.

G. Seniority will be utilized by the Board as one of the factors to be considered in determining which drivers will be laid off in the event of a reduction in force. It is expressly understood, however, that selection of drivers to be laid off remains in the sole discretion of the Board.

## **ARTICLE X**

### **BOARD RIGHTS**

A. The Board of Education, subject only to the express provisions of this Agreement, reserves to itself all rights of management of the School District and full jurisdiction and authority over matters of policy, rules, regulations and practices in furtherance thereof and reserves, without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the Constitution and Laws of the State of New Jersey and of the United States.

By way of illustration and not by way of limitation of the rights reserved to the Board, are the rights:

- 1. To direct the employees of the School District;
- 2. To hire, assign, promote, transfer and retain employees covered by this Agreement within the School District, or to suspend, and to demote, discharge, or take other disciplinary action against employees;
- 3. To relieve employees from duties because of lack of work or other legitimate reasons;
- 4. To maintain the thoroughness and efficiency of the School District operations entrusted to it;

5. To determine the methods, means, and personnel by which such operations are to be conducted and to subcontract for goods and services;

6. To take whatever other actions may be necessary to accomplish the mission of the School District in any situation.

## **ARTICLE XI**

### **ASSOCIATION RIGHTS**

A. The Association and its representatives may use school buildings for meetings and to transact official Association business at such times after the school day as shall not interfere with school programs or District operations. The Association shall obtain approval from the Administration for any use of school buildings prior to any such use.

B. The Association shall have the exclusive use of a bulletin board in the drivers' waiting room. The Association shall obtain prior approval from the Transportation Coordinator for any material to be posted on the board. All material posted on the board shall be signed and dated.

## **ARTICLE XII**

### **MISCELLANEOUS PROVISIONS**

A. If any provision of this Agreement or any application of this Agreement to any employee or group of employees is held to be contrary to law, then such provision or application shall not be deemed valid and subsisting except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.

B. Copies of this Agreement shall be presented to all employees now employed or hereafter employed by the Board.

C. Whenever any notice is required to be given by either of the parties to the Agreement to the other, either party shall do so in writing at the following addresses:

1. If by the Association to the Board:

75 Mt. Pleasant Avenue  
East Hanover, New Jersey 07936

## **APPENDIX ONE**

### **METHOD OF ASSIGNING DRIVERS TO FIELD AND ATHLETIC TRIPS**

#### **1. Trip Eligibility:**

Drivers new to the District will not be assigned to road trips until they have successfully completed the ninety (90) day probationary period and have been evaluated by the Coordinator and Dispatcher as to their capabilities of making the trips safely.

#### **2. Seniority Lists:**

During the first two (2) weeks of each school year all drivers will indicate their interest in athletic and field trip assignments in writing to the Transportation Coordinator. A Field and Athletic Trip Seniority List will be made up from the names of drivers requesting trip assignments and seniority position will not change for the ensuing semester. New drivers approved for assignments to trips during the first semester will be added to the bottom of the list and will keep that position until the start of the next semester. Prior to the second semester the Seniority List will be up-dated by placing new drivers on the list in the correct seniority and removing those drivers who no longer want Field and Athletic Trips.

The Coordinator shall also establish a Rotating Assignment List consisting of the names of drivers requesting trip assignments in order of their seniority identical to the Field and Athletic Trip Seniority List. All rules applicable to the Field and Athletic Trip Seniority List shall apply to the Rotating Assignment List.

#### **3. Trip Postings:**

A list of known trips for the succeeding week will be posted by 6:00 a.m. every Thursday. This list will remain posted until 4:00 p.m. that day. Every driver on the F & A Trip Seniority List will be expected to check the Trip List and seniority numbers posted on Thursday. The number of trips for each pick and seniority numbers posted will coincide. The posted seniority numbers for each pick will be selected on a rotational basis from the F & A Seniority List. Each posted seniority number will make a first and second choice on the trips but will be assigned only one trip per pick. Any trips not covered after Thursday's pick will be posted Friday 6:00 a.m. following the same procedure by selecting the next number on the F & A Trip Seniority List to cover the remaining trips. The second posting will be taken down at 4:00 p.m. Friday.

The Coordinator or Dispatcher will assign drivers using the Rotating Assignment List to (a) any trips left over after the second posting, or (b) if time will not allow for a second posting of the trips. Seniority prevails in all phases of choices and "bumping," according to each driver's seniority number.

4. Trips Received Late for Posting:

All trips received late, but on the day of posting will be posted on that Pick and the next number on the F & A Trip Seniority List will also be posted.

All trips received after the day of posting but more than 24 hours from departing time will be assigned to the next eligible driver on the Rotating Assignment List that can be contacted and give a firm commitment to the trip.

All trips received after 4:00 p.m. on Friday will be covered using the Rotating Assignment List up to one hour before the scheduled departure of the trip if time permits. If time does not permit, the first available driver will be assigned by the dispatcher on an emergency basis. All trips assigned from the Rotating Assignment List will count as a trip on the Rotating List, but will not be charged against the driver as a pick on the F & A Seniority List. Emergency basis assignments will not be charged against the driver on either list.

5. Canceled or Postponed Trips:

If a trip is canceled or postponed the assigned driver will lose the trip and his turn on the respective list. If the trip should be re-scheduled within one day before or after its original date, the original driver will be afforded the trip. If the original driver cannot drive the re-scheduled trip, the trip will be covered by the next eligible driver on the Rotating Assignment List and the original driver forfeits his turn on the respective list.

6. Driver Inability to Fulfill Commitment:

Any driver assigned a trip who cannot fulfill his commitment due to illness or other emergency must notify the Coordinator or Dispatcher no later than 6:00 a.m. on the day of the trip.

Repeated failures to meet obligations will result in removal from F & A Trip Seniority List.

7. Late Cancellation of Trip:

The Coordinator or Dispatcher will notify the assigned driver of a canceled trip as soon as possible after confirmation of cancellation.

8. Qualifications:

The Coordinator or Dispatcher has the right to reassign drivers to trips where road or climate conditions may pose a problem. The Coordinator's decision is final in driver assignment to all trips.



## **APPENDIX TWO**

### **LATE RUN ASSIGNMENTS**

#### **A. Initial Assignment:**

Drivers interested in being assigned a late run will be given the opportunity to bid on a run at the beginning of the school year.

1. During the first two weeks of school the Transportation Coordinator shall post for five days a listing of available late run assignments for the year.
2. Drivers desiring a late run assignment shall place their seniority number on the listing next to the route they would like. Drivers shall indicate first and second choices with the understanding that each driver will receive one and only one late run assignment.
3. The Coordinator will then assign the routes by seniority numbers and preference. That is, the most senior driver will receive his first preference, the second most senior driver will receive his first preference provided it is not taken by the first driver in which case the second driver will get his second preference, etc.
4. Drivers bidding on but not receiving a late run assignment will be placed on the late run substitute list in order of their seniority. The Coordinator will use the late run substitute list and the availability listings to find substitutes for absent late run drivers on any particular day. Should he be unable to find a substitute from the list, the situation will be deemed an emergency and any driver assigned to cover the absence.

Drivers receiving a late run assignment must understand that they are making a five day a week, full year commitment. The only excuses for being absent from an assigned run are illness or emergency at home. Repeated failure of a driver to meet his late run responsibilities over a two week period of time may result in the driver being removed from the assignment, the run declared open and the driver disqualified from any further late run assignments for the remainder of the school year. Drivers will not be permitted to trade runs amongst themselves.

#### **B. Assignments to Runs that Become Open During the Year:**

Any time after the initial assignment of late runs in the fall a late run vacancy may occur due to the creation of a new run, the resignation or promotion of an employee, the disciplinary removal of a driver from a late run, etc. Any vacancies in the late runs shall be filled as follows:

1. Within five days of the opening the Coordinator will post the vacancy and allow eligible drivers to bid on the assignment as outlined in A-2 above. To be eligible a driver's current availability sheet must indicate he is available to take the assignment.
2. After five days the posting will be removed and the Coordinator shall make the assignment to the most senior driver bidding as outlined in A-3 above.
3. Senior drivers who have a late run already assigned may bid on the vacancy and, if awarded the assignment, leave their original assignment for the new route. Their original route will then be declared open and the posting process repeated.
4. This process shall repeat itself as necessary until all open runs are filled.

C. Canceled Runs:

In the event a late run is canceled during the school year:

1. The driver involved shall go on call for reassignment to the run should the run be reinstated.
2. The driver involved shall assume the top position on the current late run substitute list and serve as a substitute until the canceled route is reinstated.

D. Change in Late Run Time Schedule:

1. Should the time schedule of a late run be changed the original driver shall be given the opportunity to adjust his time and stay with the route.
2. If the original driver is unable to stay with the route, the route shall be declared open and filled by posting as outlined in B above.

2. If by the Board to the Association:

To the President of the Association.  
(The Association shall annually provide the Board  
with the name and address of its President.)

D. This Agreement incorporates the entire understanding of the parties on all issues covered and provided for herein, or which could have been covered and provided for herein, and during the term of this Agreement, neither party shall be required to re-negotiate concerning said issues for the period covered herein.

E. This Agreement shall not be modified in whole or in part by the parties except by an instrument in writing duly executed by both parties.

### ARTICLE XIII

#### DURATION OF AGREEMENT

A. This Agreement shall be effective as of July 1, 1992, and shall continue in effect until June 30, 1994.

B. ***IN WITNESS WHEREOF***, the parties hereto have caused this Agreement to be signed by their respective Presidents, attested by their respective Secretaries, and their corporate seals to be placed hereon, on the dates set forth below.

HANOVER PARK REGIONAL BUS  
DRIVERS ASSOCIATION

By Maurice Koba  
PRESIDENT

ATTEST:

By Mary Bell  
SECRETARY

DATED:

HANOVER PARK REGIONAL HIGH SCHOOL  
DISTRICT BOARD OF EDUCATION

By Judith M. Dougherty  
JUDITH M. DOUGHERTY, PRESIDENT

ATTEST:

By Arlene Lampert  
ARLENE LAMPERT, SECRETARY

DATED:

